

HARVEY DECLARATION
EXHIBIT 69
REDACTED VERSION

CONFIDENTIAL INFORMATION TRANSMITTAL RECORD FOR RESTRICTED SECRET INFORMATION ("RS-CITR")

RS-CITR DATE: August 8, 2005 RS-NDA # RS 58744
(Fill in Number from Executed RSNDA)

Recipient's Name: Apple Computer Corp.
(Use Same Name as on RSNDA)

I Infinite Loop

(Location of Disclosure)

Cupertino

CA

95014

City

State

Zip Code

This RS-CITR covers the Restricted Secret Information (described below) the disclosure of which is intended to commence on or after the RS-CITR Date stated above. Recipient agrees that the Restricted Secret Information described below shall be kept confidential by Recipient. This RS-CITR incorporates all the terms and conditions of the Non-Disclosure Agreement for Restricted Secret Information ("RSNDA") executed by the parties.

- Describe Restricted Secret Information disclosed by Intel. (Be specific. Include subject or product, any document title, drawing/document number, date, rev., etc.) Identify visuals, foils, and verbal disclosures. (Use additional sheets if necessary).
Intel Restricted Secret Information: [REDACTED]
- List Names of Recipient's representatives receiving Intel Restricted Secret Information (Use additional sheets if necessary):
Robert Abeles, Bill Angell, Michael Brouwer, Art Cabral, Hope Chambers, Mike Culbert, Jeff Gonion, Jerry Hauck, Perry Kiehlreiber, Jim Mensch, Richard Murphy, Chris Peak, Michael Smith, Tim Swihart, John Wright, Martin Scheinberg, François Barbou-des-Places, Matt Watson, Simon Patience, Mike Bell
- Intel may at any time request in writing the immediate return of all or part of its Restricted Secret Information disclosed hereunder, and all copies thereof, and Recipient shall promptly comply with such request.
- The Restricted Secret Information may be controlled by U.S. Export Regulations, and export, re-export or foreign disclosure (including to subsidiary employees) may require U.S. Government approval. The Recipient shall not use, export, transfer, make available or otherwise disclose any Restricted Secret Information in violation of U.S. Export Regulations, including any use or development in nuclear, missile, chemical and/or biological weapons activities.
- All other terms and conditions of the executed RSNDA shall remain in full force and effect. Nothing contained herein shall be construed as amending or modifying the terms of the RSNDA referenced above.
- Recipient understands and acknowledges that no license under any Intel patent, copyright, maskwork, trade secret (except as expressly provided in Section 2 of the RSNDA), or other intellectual property right is granted to or conferred upon Recipient in this RS-CITR or by the disclosure of any information by Intel to Recipient as contemplated hereunder, either expressly, by implication, inducement, estoppel or otherwise, and that any further license under such intellectual property rights must be express and in writing.
- List names of Intel representatives disclosing the Intel Restricted Secret Information: George Chen

RECIPIENT:

Represented By:

Apple Computer Corp.
(Company name, division/sub, if applicable)
I Infinite Loop
Street Address
Cupertino, CA 95014
City, State, Zip Code, Country

Signature

Printed Name

Title

PLEASE SEND THIS COPY OF THE RS-CITR TO: INTEL CORPORATION; ATTN: Post Contract Mgmt; JF3-149
JF3-149, 2111 N.E. 25th Avenue, Hillsboro, OR 97124-5961

Rev: 10/03

CONFIDENTIAL - ATTORNEYS' EYES ONLY

231APPLE116655

Date

PLEASE SEND THIS COPY OF THE RS-CITR TO: INTEL CORPORATION; ATTN: Post Contract Mgmt; FM6-03
1900 Prairie City Road, Folsom, CA 95630-9598

330-1000-11 (06-98)

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231APPLE116656

Amendment #1 to Exhibit 5 of Key Terms & Principles

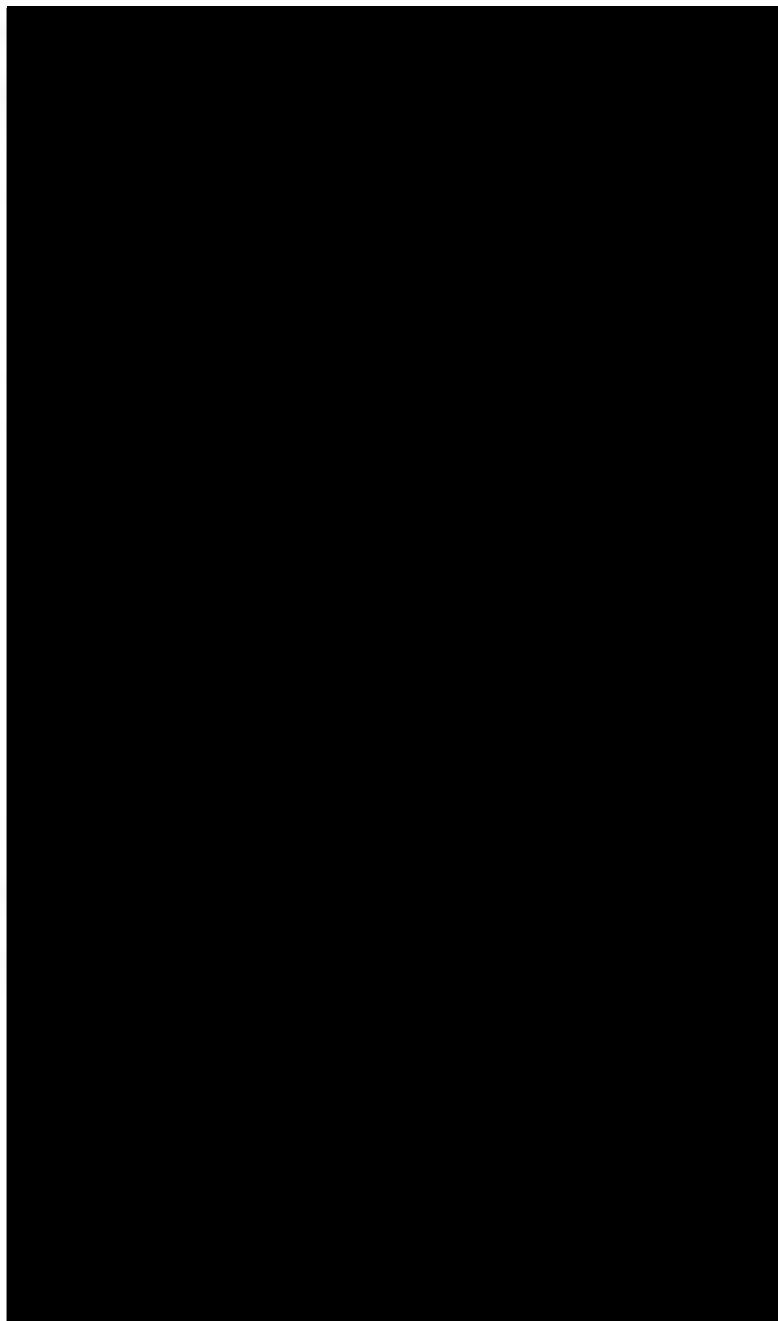
This Amendment ("Amendment #1"), made effective _____, 2005, is an amendment to Exhibit 5 ("Exhibit 5") of the Agreement dated March 13, 2005 and titled "Key Terms & Principles" ("Corporate Agreement") between Apple Computer, Inc, a California corporation, with offices at 1 Infinite Loop, Cupertino, CA 95014 ("Apple") and the Intel Corporation, a Delaware corporation, with offices at 2200 Mission College Blvd., Santa Clara, CA 95052-8119 ("Intel").

1. PURPOSE

Apple and Intel have been, and will be, exchanging software for use in furthering Apple's future use of Intel Products and introducing Intel microprocessors into Apple's computer product line beginning in 2006. The parties intend that this Amendment # 1 to Exhibit 5 govern the warranty and indemnity provided for any software exchanged or licensed between the Parties.

2.





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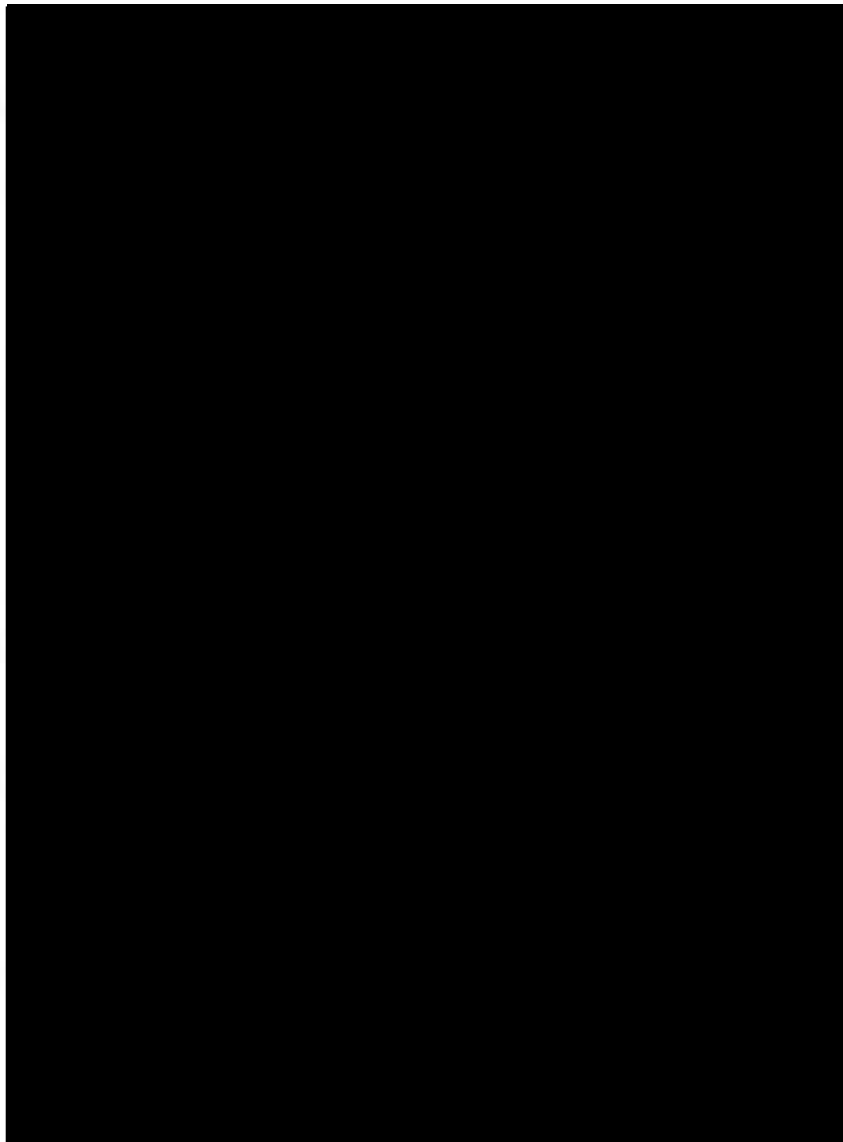
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3.



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Acknowledged and agreed by their duly authorized representatives.

Apple Computer, Inc.

By: _____

Name: _____

Title: _____

Date: _____

Intel Corporation

By: _____

Name: _____

Title: _____

Date: _____

Intel-Apple Confidential Final

**MASTER DEVELOPMENT LICENSE AGREEMENT
BETWEEN INTEL CORPORATION
AND APPLE COMPUTER, INC.**

This Master Development License Agreement ("Agreement") is made this 26th day of August, 2005 ("Effective Date") between Apple Computer Inc. and its Subsidiaries (collectively "Apple") a California corporation having a place of business at One Infinite Loop, Cupertino, CA 95014; and Intel Corporation and its Subsidiaries (collectively "Intel") a Delaware corporation having a place of business at 2200 Mission College Blvd., Santa Clara, CA 95052-8119. Under this Agreement, Apple may license to Intel and Intel may license to Apple certain Licensed Materials (as defined in Section 1 below). This Agreement and the Product Attachment(s) executed hereunder will govern the licensing of such Licensed Materials as described herein.

1. Definitions

The capitalized terms as used within this Agreement shall have the same meaning as ascribed to the terms below.

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1.14.

Master Development License Agmt

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1.15.

2.2.

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1.17.

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2.

2.1.

Master Development License Agmt

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2.6.

2.7.

3.

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4.1.

4.2.

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4.3.1

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4.3.2.

4.3.3

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4.3.4.

4.3.5.

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4.4.8.

4.4.9.

Master Development License Agmt.

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4.5.

4.6.2

4.6.3.

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4.7.

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4.6.1.

4.8.

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6.1.

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6.2.

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7.1.

6.3.

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7.2.

7.3.

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7.4.

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8.1.

8.2.

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8.4.

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8.5.

8.6.

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8.8.

8.9.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives and made effective as of the Effective Date.

APPLE COMPUTER, INC.

INTEL CORPORATION

By:

Tim D. Scott

By:

Name:

[Signature]

Name:

Title:

VVP, WW Sales & Ops

Title:

Date:

Aug 26 2005

Date:

Exhibit A-1 SAMPLE PRODUCT ATTACHMENT (For Software & Documentation)**Product Attachment**

To the Master Development License Agreement between Intel and Apple

This Product Attachment is subject to the terms and conditions of the Master Development License Agreement between Intel and Apple dated August 26, 2005 (the "Agreement") and is effective upon the earlier of: (i) execution by both parties; or (ii) delivery of the Licensed Materials described below. Capitalized terms used but not defined in this Product Attachment will have the meanings ascribed to them in the Agreement. The parties wish to license the source code, object code, hardware and/or documents described below on the terms and conditions set forth below and in the Agreement.

Licensor: _____

Licensee: _____

[Licensor is company giving software]

[Licensee is company receiving software]

Type	Name or Description	Revision	License Category	Target Product	Grant Back	RSNDA

Acknowledged and agreed by their duly authorized representatives:

Apple Computer, Inc.

Intel Corporation

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

And by their Authorizing Executives (if required):

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Master Development License Agmt

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EXHIBIT B
MINIMUM LICENSE TERMS FOR OBJECT CODE

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2.
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4.
5.
6.

Master Development License Agmt

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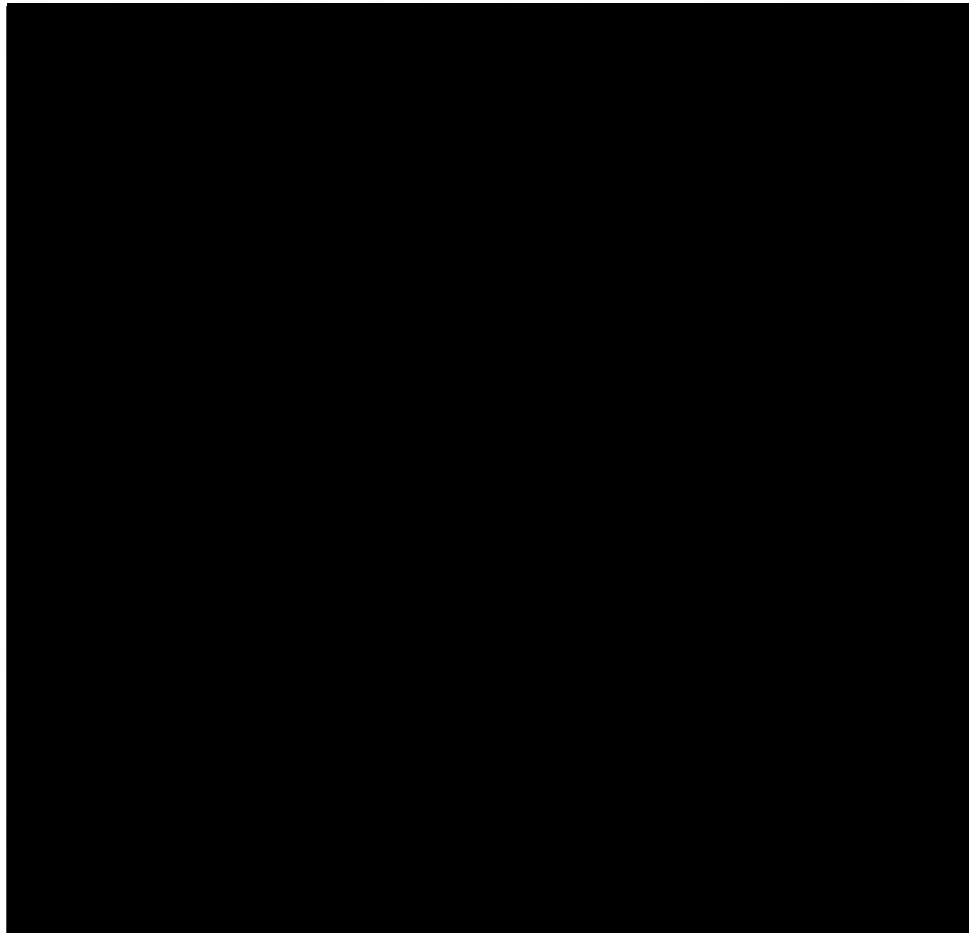
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231APPLE116801

DRAFT ONLY

**Amendment Five to Information Services Agreement
between
Google, Inc.
and
Apple Inc. ("Amendment 5")**

The Information Services Agreement dated December 20, 2002 (the "Agreement") entered into between Apple Inc. (formerly doing business as "Apple Computer, Inc.", "Apple") and Google, Inc. (formerly doing business as Google Technology, Inc.) ("Google"), including Amendments 1, 2, 3, and 4, is hereby amended, effective as of _____, 2009 (the "Amendment 5 Effective Date"), as follows:

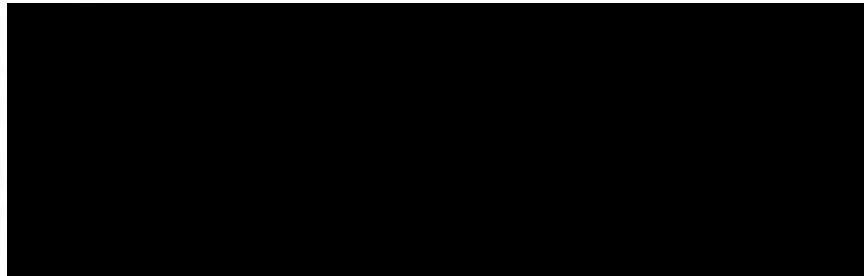


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231APPLE131828

DRAFT ONLY



3. Except as expressly set forth herein, the Agreement as previously amended will remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Amendment through their duly authorized representatives.

GOOGLE, INC.:

APPLE INC.:

By:
(signature)

By:
(signature)

Printed Name:

Printed Name:

Title:

Title:

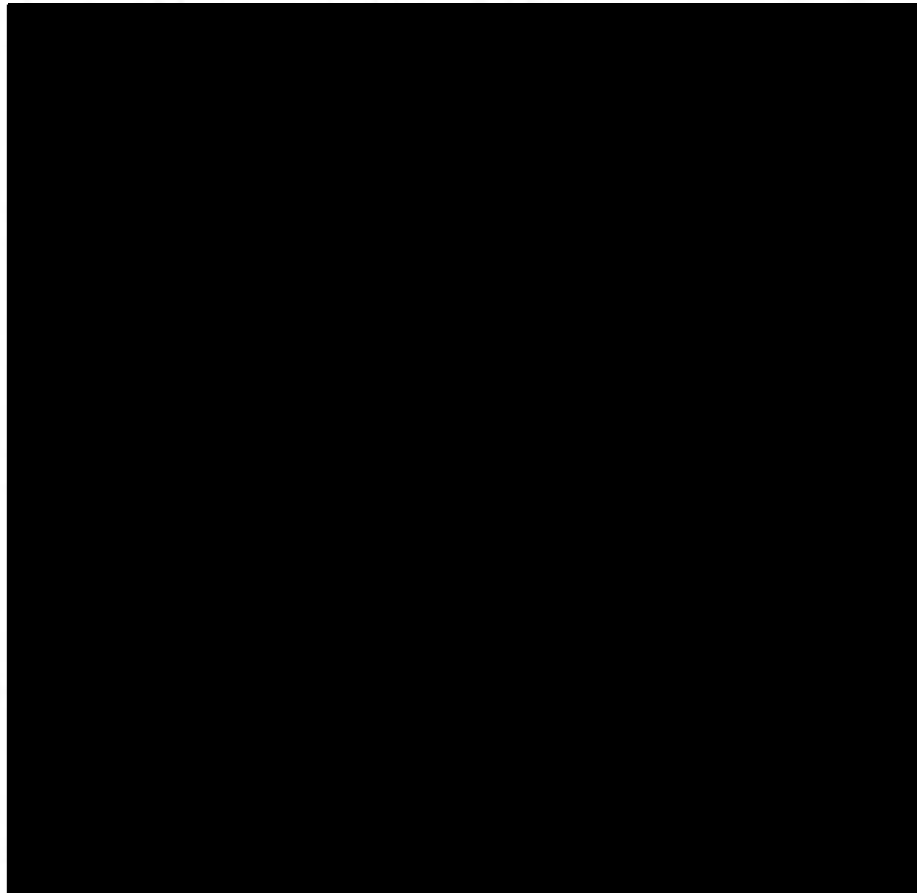
Date:

Date:

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**Amendment Three to License Agreement
between
Google, Inc.
and
Apple Inc. ("Amendment 3")**

The License Agreement entered into between Apple Inc. ("Apple") and Google, Inc. ("Google"), dated January 3, 2007, as previously amended by Amendment One, dated January 14, 2008 and Amendment Two, dated _____ 2009 (collectively, the "Agreement"), is hereby amended, effective as of _____, 2009 (the "Amendment 3 Effective Date"), as follows:



Confidential

- 1 -



7. Except as expressly set forth herein, the Agreement will remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Amendment Three through their duly authorized representatives.

APPLE INC.

GOOGLE INC.

BY: _____

BY: _____

NAME: _____

NAME: _____

TITLE: _____

TITLE: _____

DATE: _____

DATE: _____

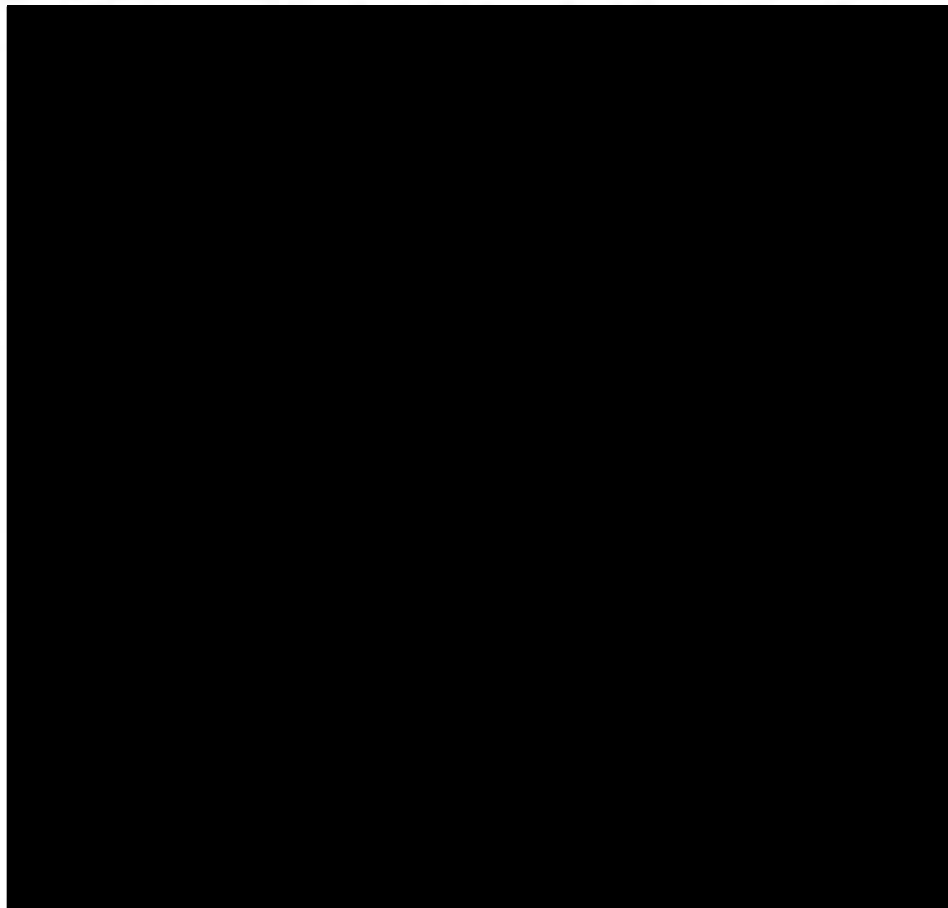
Confidential

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DRAFT ONLY

**Amendment Five to Information Services Agreement
between
Google, Inc.
and
Apple Inc. ("Amendment 5")**

The Information Services Agreement dated December 20, 2002 (the "Agreement") entered into between Apple Inc. (formerly doing business as "Apple Computer, Inc.", "Apple") and Google, Inc. (formerly doing business as Google Technology, Inc.) ("Google"), including Amendments 1, 2, 3, and 4, is hereby amended, effective as of August 1, 2009 (the "Amendment 5 Effective Date"), as follows:

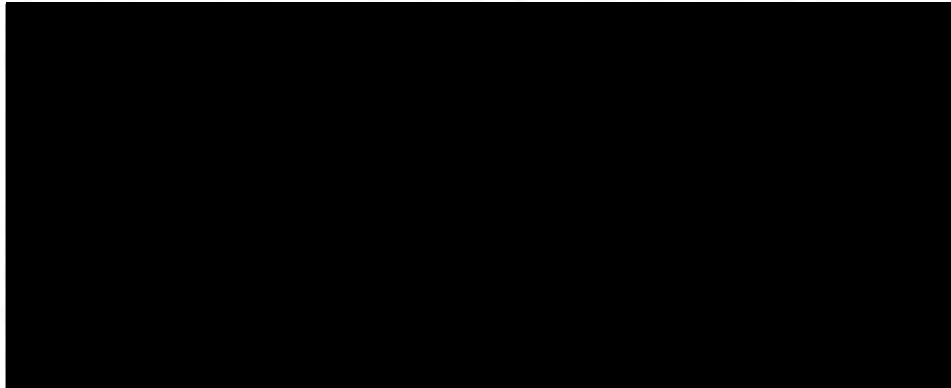


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DRAFT ONLY



3. Except as expressly set forth herein, the Agreement as previously amended will remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Amendment through their duly authorized representatives.

GOOGLE, INC.:

APPLE INC.:

By:
(signature)

By:
(signature)

Printed Name:

Printed Name:

Title:

Title:

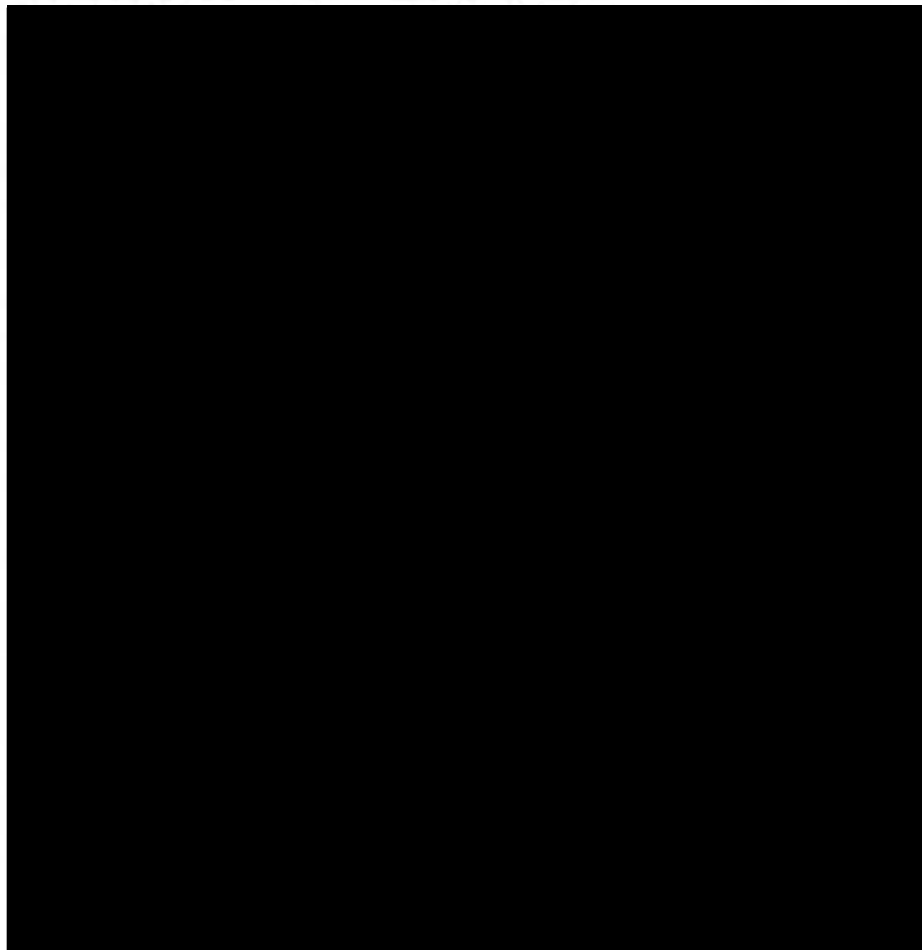
Date:

Date:

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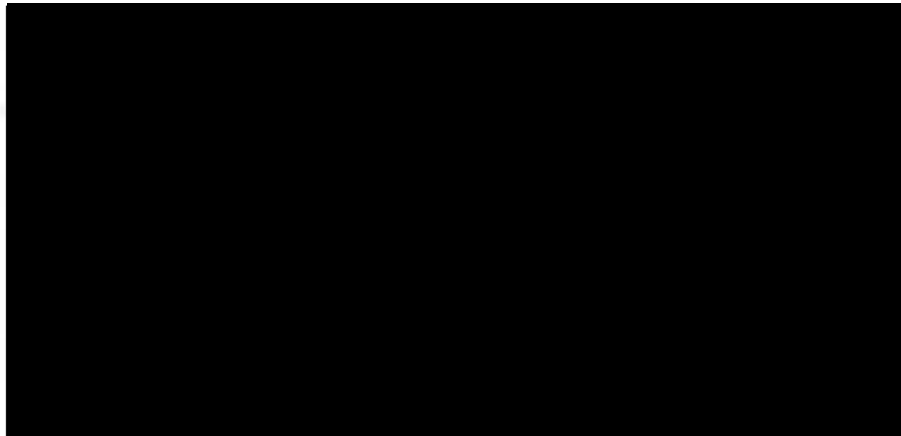
**Amendment One to License Agreement
between
Google, Inc.
and
Apple Inc. ("Amendment 1")**

The License Agreement entered into between Apple Inc. ("Apple") and Google, Inc. ("Google"), dated January 3, 2007 (the "Agreement"), is hereby amended, effective as of the date signed by Google below (the "Amendment 1 Effective Date"), as follows:



CONFIDENTIAL

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6. Except as expressly set forth herein, the Agreement will remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Amendment through their duly authorized representatives.

GOOGLE:

APPLE:

By:
(signature)

By:
(signature)

Printed Name:

Printed Name:

Title:

Title:

Date:

Date:

CONFIDENTIAL

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